

April 3, 2012

Plaintiff,

Isaac Sampson

712 Williams Road, Danville, Georgia 31017

ph. 478-278-4070 hm-478-962-0558

RECEIVED  
CLERK'S OFFICE  
U.S. DISTRICT COURT  
MIDDLE DIST. OF GEORGIA  
MACON, GEORGIA  
2012 APR -3 AM 9:46

Defendant,

Wells Fargo Financial, Inc., Wells Fargo N. A., 800 Walnut Street, Des Moines, Iowa 50309

Description of cause:

Wells Fargo purchased property "A" Date purchased July 1, 2008. This property has a house partially located on it. This house and property is addressed 710 Williams Road Danville, GA.

- Every bond for title, bond to reconvey realty, contract to sell or convey realty or any interest therein, and any and all transfers or assignments of realty shall be filed and recorded in the office of the clerk of the superior court of the county where the land referred to in the instrument is located. The filing and recording shall, from the date of filing, be notice of the interest and equity of the holder of the instrument in the property described therein. The filing and recording may be made at any time; but such bond for title, bond to reconvey realty, contract to sell or convey realty or any interest therein, and any transfer or assignment of realty shall lose its priority over deeds, loan deeds, mortgages, bonds for titles, bonds to reconvey realty, contracts to sell or convey realty or any interest therein and any transfer or assignment of realty from the same vendor, obligor, transferor, or assignor which is executed subsequently but filed for record first and is taken without notice of the former instrument.

O.C.G.A. § 44-2-6

- § 13-1-3. Contract defined -- Contract of record

A contract of record is one which has been declared and adjudicated by a court having jurisdiction or which is entered of record in obedience to or in carrying out the judgment of a court.

O.C.G.A. § 13-1-3

Wells Fargo sold property "A" as a single entity as house and land to an individual, the house 710 Williams Road. Date of sell July 30, 2010.

Property "B" is owned by Isaac L. Sampson, this is addressed as 712 Williams Road, Danville, GA. House on property "A" encroaches upon property "B"

- O. C. G. A. 44-2-6

Wells Fargo Financial claimed complete ownership of land and house at 710 Williams Road, Danville, Georgia. Dispossessory hearing dated September 23, 2009.

- Property at 710 Williams Road(house) encroaches property "B" There was clear knowledge that Wells Fargo Financial knew this by my counter claim in Wilkinson County Magistrate court civil action 2009-CI-00797

Property "B" belongs to Isaac L Sampson therefore I request rental payment for use of my property from July 1, 2008 through the date of April 30, 2012. Rental rate of \$1,600.00 per month through April 2012 a sum \$70,400.00

- O. C. G. A. ~ 44-2-6

I'm asking for ejectment of wells Fargo from title consideration the issue of who owns the house at 710 and 712 Williams Road

A plaintiff in ejectment must recover on the strength of his own title and not on the weakness of the defendant's title. Where both parties claim under a common grantor, it is not necessary to show title back of such common grantor.

O.C.G.A. § 44-11-1

Payment of market value of this property as assessed by their appraisal \$115,000.00 for loss of use of my property.

- § 44-5-66. Action for breach of warranty -- Measure of damages

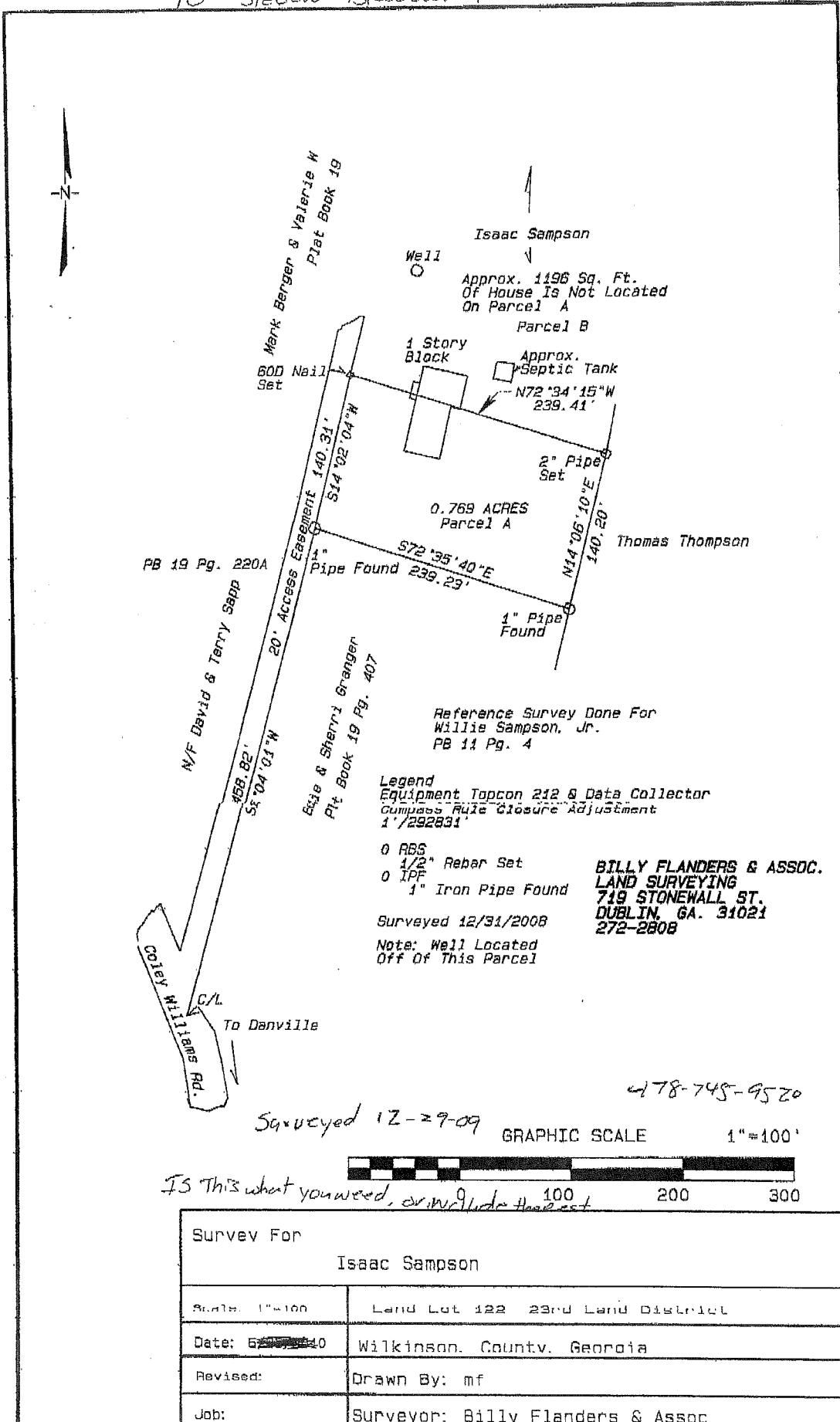
Upon a breach of a covenant of warranty of title to land, the damages awarded should be the

purchase money with interest thereon from the time of sale unless the jury determines, under the circumstances of the case, that the use of the premises was equal to the interest on the money and determines that an equitable setoff should be allowed. However, if valuable improvements have been made on the premises, the interest should be allowed.

O.C.G.A. § 44-5-66

*David L Sampson*  
*April 3, 2012*

TO Steven Bloodworth



MAGISTRATE COURT  
WILKINSON COUNTY, GEORGIACASE NO. 2009-CI-007970Wells Fargo Financial Ga Inc  
(Name of Plaintiff)VS Isaac L Sampson  
(Name of Defendant) P.O. Box 1711544 Old Alabama Rd.  
(Address, City, State) Roswell, GA 3007612 Railroad St, Panville, GA 31017  
(Address, City, State) 478-278-4070

## ANSWER AND / OR COUNTERCLAIM OF DEFENDANT

Defendant was served with a claim from this Court on the 27 day of August, 09 and denies the claim and shows the Court the following: (CHECK ANY THAT APPLY TO THIS CASE):

Defendant is not indebted to Plaintiff in any amount.

Defendant is not indebted to Plaintiff in the amount claimed but is indebted to Plaintiff in the amount of \$ \_\_\_\_\_.

Defendant paid the sum of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in full settlement of Plaintiff's claim.

The debt claimed by the Plaintiff was discharged in bankruptcy on the \_\_\_\_\_ day of \_\_\_\_\_, Bankruptcy Case No. \_\_\_\_\_.

The debt claimed is barred by the Statute of Limitation.

The instrument sued upon was executed and delivered without consideration.

The Court lacks jurisdiction because the amount sued for exceed the jurisdiction of the Court established in O.C.G.A. 15-10-2.

The defendant was properly not properly served.

Venue is improper because the Defendant is a resident of \_\_\_\_\_ County, Georgia. The case should be transferred to the proper county.

(Other answer and / or counterclaim – use additional sheet if necessary)

See attached

FILED IN OFFICE THIS

31<sup>st</sup> DAY OF August  
2009 AT 11:08 AM/PM

Carolyn W. Ingram  
CLERK OF PROBATE/MAGISTRATE  
WILKINSON COUNTY, GEORGIA

Date Aug 31 '09

Isaac L Sampson  
Defendant(s)

## NOTICE OF HEARING DATE AND TIME

## TO: PLAINTIFF(S) AND DEFENDANT(S) NAMED ABOVE:

You are hereby notified that the Magistrate Court of Wilkinson County will hold a hearing upon this claim at 10:00 Am. on the 30th day of September, 2009, in the Magistrate Courtroom at Wilkinson County Courthouse, Courtroom B, Irwinton, Georgia 31042

If the plaintiff does not appear, the case may be dismissed for want of prosecution and if the defendant(s) do(es) not appear a DEFAULT JUDGMENT may be entered against you.

If you have witnesses, books, receipts or other writings bearing on this claim, you should bring them with you at the time of the hearing. IF YOU WISH TO HAVE WITNESSES SUMMONED, see the Clerk of Court at once for assistance.

YOU MAY COME WITH OR WITHOUT AN ATTORNEY.

This 23rd day of September, 2009.

Carolyn W. Ingram  
Magistrate, Clerk or Deputy Clerk

August 31, 2009

RE: counter claim

I Isaac L Sampson have not resided at the property located at 710 Williams Road, Danville, GA since foreclosure sale July 1,2008.

I request that writ of dispossession be halted until due settlement of property is made.

Approximately 925 sq.ft or .021 acres of this residence is situated on property that does not belong to Wells Fargo Financial Georgia Inc.

This .021 acres is property of Isaac L Sampson & all heirs of Willie Sampson Jr.

Due to encroachment of Wells Fargo Financial Goergia property unpon land that it does not own any action to sell the property partially located on 710 williams Road and 712 williams Road must be halted and immediate compensation for use of property is demanded at a rate of five hundred twenty five dollars per month. The sum of six thousand eight hundred twenty five (\$6,825.00) due for time of use since 1 July 2008. Unless all remnants of house located at 710 Williams Road is removed from the bounderries of 712 Williams Road.



BOOK 325 PAGE 738

Return to:  
Wells Fargo Financial  
3655 Market Place Blvd, Ste 250  
East Point, GA 30344

CINDA S. BRIGHT, CLERK  
WILKINSON COUNTY SUPERIOR COURT  
FILED FOR RECORD Sept. 23 2008  
AT 9:00 O'CLOCK AM  
RECORDED Sept. 23 2008 IN  
DEED BOOK 325 PAGE 738-741  
Brenda U. Snover DEPUTY CLERK

DEED UNDER POWER OF SALE

STATE OF GEORGIA  
COUNTY OF WILKINSON

THIS INDENTURE, made and entered into July 1, 2008, by and between Isaac Sampson AKA Isaac L. Sampson, hereinafter called Borrower, acting through Wells Fargo Financial Georgia, Inc., as the duly appointed agent and Attorney-in-Fact, hereinafter called Grantor; and Wells Fargo Financial Georgia, Inc. whose address is 4143 121st Street, Urbandale, IA 50323, hereinafter called Grantee.

WITNESSTH:

THAT WHEREAS, heretofore Borrower executed and delivered to Wells Fargo Financial Georgia, Inc., a certain Deed to Secure Debt (herein after referred to as the "Security Deed"), dated November 23, 2004, and recorded in Deed Book 7P, Page 383, Twiggs County Georgia Records, and recorded in Deed Book 295, Page 591 and rerecorded in Deed Book 301, Page 222, Wilkinson County Georgia Records, and recorded in Deed Book 3314, Page 138 and lastly rerecorded in Deed Book 3573, Page 339, Houston County Georgia Records, and which conveys the property herein described to secure an indebtedness described therein; and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Security Deed and became in default, and under the terms thereof the entire principal and interest was declared due and payable; and

WHEREAS, the Debtors were given notice by the Grantor in compliance with OCGA § 44-14-162 *et seq.*; and the notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the publisher was provided to Borrower at least thirty (30) days prior to sale date; and

WHEREAS, Grantor, according to the terms of the Security Deed, did expose said property for sale to the highest and best bidder for cash on the first Tuesday, July 1, 2008, within the legal hours of sale before the Courthouse door or the usual place for conducting Sheriff's sales in Houston County, Georgia, after first advertising said sale by notice published in the Wilkinson County Post once a week for four weeks immediately preceding said sale and complying with the terms of said Security Deed and advertisement; and

WHEREAS, the property hereinafter described was knocked off to the Grantee herein, said Grantee being the highest and best bidder for cash at and for the sum of \$141,500.00.

NOW THEREFORE, in consideration of the premises and the above said sum, cash in hand paid, the receipt of which is hereby acknowledged, the said Grantor, acting by and through their duly appointed agent and Attorney-in-Fact, do hereby sell, transfer and convey unto said

BOOK 325 PAGE 740

EXHIBIT A  
P.1

All that tract or parcel of land lying and being in the Town of Danville, Twiggs and Wilkinson Counties of the State of Georgia and being a part of Lot 8 of Block 7 in the plan for the Town of "Hughes now known as Danville, Georgia and being more particularly described as follows:

Beginning at the point of intersection of the Southeasterly margin of First Street with the Northeasterly margin of Walnut Street and running thence in a Southeasterly direction along said margin of Walnut street a distance of 96 feet to a point running thence in a Northeasterly direction along other lands of Grantor a distance of 50 feet more or less, to the Southeast corner of lands of Margaree Lee and Jackson Lee, running thence along the line of lands of said Margaree Lee and Jackson Lee a distance of 96 feet to the Southeasterly margin of First Street and running thence along said margin of First Street a distance of 50 feet, more or less, to the Point of Beginning. Said Property is bounded now or formerly as follows: On the Northwest by said margin of Firs Street, on the Southwest by said margin of Walnut Street, on the Southeast by other lands of the Grantor herein and on the Northeast by lands Margaree Lee and Jackson Lee.

Also a second property follows:

All that tract or parcel of land situate, lying and being in the 353rd (Turkey Creek) G.M. District of Wilkinson County, Georgia, containing seventy-eight hundredths (0.78) acre, more or less, and being more particularly described and delineated as "Parcel A" On a plat of same, recorded in Plat Book 11 page 4, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia, said plat and its record is incorporated here-in and of and as a part of the description herein given, Said Property being now or formerly bounded as follows: West by a twenty (20) foot wide access road, separating the lands herein conveyed from the lands of Willis Adams; North by other lands of the Grantor herein, identified as "Parcel B" on said plat; East by lands of the Q.J.Butler estate; South by lands of Aaron Rickerson. Said property being a portion of the identical property conveyed to the Grantor herein by deeds of record in Deed Book 89, page 553, and Deed Book 93, page 100, of record in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia. Said property being more recently conveyed by deed recorded in Deed Book 205, page 285, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia.

BOCK 325 PAGE 741

EXHIBIT A  
P. 2

Also a third property follows:

All that tract or parcel of land situate, lying and being in Land Lot 177 of the Fifth Land District of Houston County, Georgia, known and designated as Lot 2 according to a plat of survey entitled "Survey for Joseph B. Gay- Lot 2 of a Subdivision for William D. Self", prepared by Clements Surveying Company, certified by Walter G. Clements, Georgia Registered Land Surveyor No. 1987, dated September 20, 1989, a copy of which is of record in Map Book 37, Page 147, Clerks Office, Houston Superior Court, Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The above-described property is conveyed subject to Restrictive Covenants as contained in instrument of record in Deed Book 856, Pages 298-303, Clerk's Office, Houston Superior Court; also, subject to a ten (10) foot utility easement over, upon and across the northerly and southerly lines of subject property as shown on the aforesaid recorded plat of survey.

Recipients:  
 Isaac L. Sampson  
 710 Willen's Road  
 Danville, GA 31017

BOOK 274 PAGE 190

CINDA S. BRIGHT, CLERK  
 WILKINSON COUNTY SUPERIOR COURT  
 FILED FOR RECORD Dec. 17 2002  
 AT 3:30 O'CLOCK P M  
 RECORDED Dec. 18 2002 IN  
 DEED BOOK 274 PAGE 190-191  
Brenda U. Snow DEPUTY CLERK

003-006

## DEED OF CONVEYANCE

GEORGIA, WILKINSON COUNTY

THIS INDENTURE, made and entered into on the 13<sup>th</sup> day of December, 2002, by **WILLIE MAE GRIFFIN**, of Winter Park, Florida, as Executor of the Last Will and Testament of **WILLIE SAMPSON, JR.**, deceased of the first part and Isaac L. Sampson of the second part.

**THE UNDERSIGNED**, Willie Mae Griffin, the duly qualified executor of the Last Will and Testament of Willie Sampson, Jr. (deceased), of Wilkinson County, Georgia, does hereby assent to the devise made in **ITEM THREE** of the Will of Willie Sampson, Jr. (deceased). The Last Will and Testament of Willie Sampson, Jr., being of record in Will Book 5, pages 271-272, in the Probate Court of Wilkinson County, Georgia that the said party of the first part, for and in consideration of one dollar, and other good and valuable considerations, cash in hand, the receipt and sufficiency of which is hereby acknowledged have bargained and sold, alien, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said party of the second part, **ISAAC L. SAMPSON**, his heirs and assigns, all of the rights, title, interest, claim, or demand, the said parties of the first part have or may have in and to the following described property, to-wit:

**TRACT NO. ONE:** ALL that tract or parcel of land situate, lying and being in the 353<sup>rd</sup> (turkey Creek) G. M. District of Wilkinson County, Georgia, containing **TWO AND THIRTY-EIGHT HUNDREDS (2.38) ACRES**, more or less, being more particularly described and delineated as Parcel "B" on a plat recorded in Plat Book 11, page 4, in the office of the clerk of the Superior Court of Wilkinson County, Georgia and by reference to said plat and its record, the same is in herein and made apart of the description herein given.

With all the rights, members and appurtenances to the said property in anywise appertaining or belonging.

**TO HAVE AND TO HOLD**, the said property to the said party of the second part, so that neither the said parties of the first part, nor any heir, nor any other person or persons claiming under them shall at any time, by any means or ways have claim or demand any right or title to the above-described property, or its appurtenances or any rights thereof.

Page 1 of 2

**IN WITNESS WHEREOF**, the said parties of the first part, as personal

BOOK 274 PAGE 191

representative have set their hand and seal and delivered these presents, the day and year first  
above written.

Willie Mae Griffin (SEAL)  
WILLIE MAE GRIFFIN

Signed, sealed, and delivered  
In the presence of:

Witness

Jessica Tibbs  
JESSICA TIBBS

Notary Public, Seminole County, Florida

(NOTARY SEAL)



Renata Z Gwiazda  
My Commission CC943195  
Expires July 08, 2004

Wilkinson County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0  
Date Dec. 17, 2002  
Brenda L. Snow, Deputy  
Clerk of Superior Court